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SULLIVAN & CROMWELL

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May 22, 1946.

MATTER _____

Paul Brooks, Esq.,
Houghton Mifflin Company,
2 Park Street,
Boston 7, Mass.

Re: Gisevius Manuscript

Dear Mr. Brooks:

On May 15, 1946 I advised Mr. Gisevius by airmail that I had received a cable from Fretz & Wasmuth authorizing me to conclude a contract with you and that I had advised you and was awaiting your proposed draft. In this letter I raised the following questions:

1. Had Gisevius retained the English language rights and should the contract be negotiated in his name and what was the relation of Fretz & Wasmuth to the English language rights, if any?

2. Is it agreed that Houghton Mifflin should negotiate, subject to Gisevius' approval, for the British rights?

I quote in full my point 3:

"3. I believe we are all now in agreement that Houghton Mifflin should bring out the material included in your first and second Swiss volumes. I believe, however, that we must leave to their judgment whether to do this in one or two volumes and, if so, what material to include. I fully agree that we should abandon the idea of merely adding to the material in the first Swiss volume a chapter on July 20th and that the material should be considered as a whole. Houghton Mifflin is now committed to do everything possible to make the book a success and their judgement is better than yours or mine as to how to do this. They are prepared to consult with us both and naturally you, as author, have an artistic interest in the proper presentation of the story. My practical suggestion

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is this: that you send over in the German a typewritten copy of the material as you prepare it for the second Swiss volume, thus giving Houghton Mifflin as early as possible a chance to see as much material as possible. Then I would suggest that, if possible, when you are in England you make a trip to the United States for final consultation with the publisher. I will do everything possible to help in securing the visa but we should start on this relatively soon."

4. Point four dealt with the question of taxes, license to remit payments and whether payment should be made to Gisevius or to Fretz & Wasmuth.

5. Point five dealt with newspaper syndication, magazine rights, etc. and proposed that these be handled by Houghton Mifflin on behalf of the author.

I have received today a cable from Fretz & Wasmuth reading as follows, which obviously refers to my letter:

"Conclude contract American edition wait further instructions concerning British edition. Agree with point three. The most important chapter second volume arrive latest end June. World copyright in our hand we deal with author and pay all income tax here. Agree with your arrangement newspaper copyprints. Please airmail settled conditions for drawing up contract."

This morning I received your letter of May 20th with the enclosed draft of contract, which I propose to send on to the author and to Fretz & Wasmuth as soon as I have cleared with you the following points:

(a) Should not paragraph 1 be limited to the English language rights for the United States and Canada?

(b) After "translations" in paragraph 1 I would suggest we add something somewhat as follows:

"and publication rights in countries other than the United States and Canada".

(c) Omit from paragraph 1 "with any existing copy-rights thereof and".

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- (d) Insert "Canada" for "elsewhere".
- (e) Delete "any country in which copyright is taken" and insert "either of said countries".

For your convenience I attach a suggested revision of this paragraph.

I am not sure as to whether under the arrangements with the Swiss publishers the author can agree to 4(a) or 7(b).

With regard to 7(c), it has been my understanding, but I may have been mistaken in this, that the publisher's commission for these particular rights would be 10%, not 15%, and I had so indicated to the author.

Would you let me have your views on the foregoing points and I shall then communicate immediately with the author and with Fretz & Wasmuth. It may be that if Fretz & Wasmuth have the world rights, it would be more expeditious in the future if you would communicate directly with them.

Faithfully yours,

A. W. Dulles

(Enclosure)